

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Agreements with the City of Casselberry and the City of Sanford for allocation of funding from the Boater Improvement Program.

**DEPARTMENT:** Leisure Services

**DIVISION:** Greenways and Natural Lands

**AUTHORIZED BY:** Joe Abel

**CONTACT:** Bryan Nipe

**EXT:** 2173

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute agreements with the City of Casselberry and City of Sanford for project funding out of the Boater Improvement Program.

County-wide

Bryan Nipe

**BACKGROUND:**

On November 10, 1998 the Board of County Commissioners approved a Resolution establishing rules for County administration of the Florida Boating Improvement Program funds allocated to the County annually through boater registration fees collected by the Florida Department of Highway Safety and Motor Vehicles. As outlined in the Resolution, a maximum of 50% of the funds received annually by the County shall be offered to Municipalities within the County in the form of an annual grant. The funds are to be used solely for the expansion, renovation, repair or installation of the following:

- Launching facilities
- Channel lighting/markers
- Waterway signage
- Docking/mooring facilities
- Bulk head, riprap, seawall construction
- Access roads and parking
- Channel dredging
- Boating related support facilities such as restrooms, landscaping, water, sewer and electrical.

During the 08/09 Boater Improvement Grant Process, the Cities of Sanford and Casselberry submitted applications.

1. The City of Casselberry is proposing improvements to the canoe/kayak launch at Secret Lake Park and erosion protection along the channel shores connecting North, South, and Middle Lake Triplet. Total Funds Requested: \$20,000
2. The City of Sanford is proposing improvements to the Sanford Marina including additional amenities, mooring buoys, and parking lot restriping. Total Funds Requested: \$ 126,900.56

The Leisure Services Advisory Committee has recommended the following allocation of funds based on \$42,500 maximum available in grant form to the Cities:

1. City of Casselberry  
Total Recommended Amount: \$15,000
2. City of Sanford  
Total Recommended Amount: \$27,500

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute agreements with the City of Casselberry and the City of Sanford for project funding out of the Boater Improvement Program based on recommendation from the the Leisure Services Advisory Committee.

**ATTACHMENTS:**

1. Agreement
2. Agreement
3. Minutes


**Additionally Reviewed By:**

- ☒ Budget Review ( Ben Crawford, Lisa Spriggs )
- ☒ County Attorney Review ( Ann Colby )
- ☒ Grant Review ( Jennifer Bero, Lisa Spriggs )



**COUNTY ATTORNEY'S OFFICE  
MEMORANDUM**

To: Bryan Nipe, Division Manager, Greenways and Natural Lands Division

From: Ann Colby, Assistant County Attorney  
Ext. 7254 

Date: May 20, 2009

Subject: Agreement Between Seminole County and the City of Casselberry  
Relating to Contribution of Boating Improvement Funds  
For Lake Improvement (FY 08-09)  
North Triplet Lake/Middle Triplet Lake

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In response to your recent request, please find the referenced Agreement. After execution, please ensure this office receives a copy for our records. If you have any questions, please call.

AEC/lpk

Attachment:  
Agreement

**AGREEMENT BETWEEN SEMINOLE COUNTY AND THE CITY OF CASSELBERRY  
RELATING TO CONTRIBUTION OF BOATING IMPROVEMENT FUNDS  
FOR LAKE IMPROVEMENT (FY 08-09)  
NORTH TRIPLET LAKE/MIDDLE TRIPLET LAKE**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY" and the **CITY OF CASSELBERRY**, a Florida municipal corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY", in pursuance of a project approved under the Seminole County Boating Improvement Program ("Program").

**W I T N E S S E T H:**

**WHEREAS**, Chapter 328, Florida Statutes, subsection 328.70 provides that a portion of the funds received from boat license fees be returned to county government to provide recreation channel markings and public launching facilities and other boating related activities; and

**WHEREAS**, by Seminole County Resolution Number 98-R-244, the COUNTY established the Seminole County Boating Improvement Program; and

**WHEREAS**, Chapter 163, Florida Statutes, Section 163.01, Florida Interlocal Cooperation Act of 1969, subsection 163.01(4), provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS,** Chapter 163, Florida Statutes, subsection 163.01(5), provides that a joint exercise of power by such public agencies shall be made by contract in the form of an interlocal agreement; and

**WHEREAS,** both COUNTY and CITY are "public agencies" within the meaning of Chapter 163, Florida Statutes, Section 163.01; and

**WHEREAS,** the CITY is planning to make improvements to the boat launch and to the canal connector North Triplet Lake to Middle Triplet Lake, hereinafter referred to as the "Project," and has requested funds held by the COUNTY under the Program; and

**WHEREAS,** COUNTY is desirous of providing for these boating related improvements for citizens living in Seminole County and finds that the public health, safety, and welfare will be served through the construction of the Project by CITY,

**NOW, THEREFORE,** in consideration of the mutual covenants, agreements, and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and form a material part of the agreement upon which the parties have relied. It is understood and expressly agreed that the policies, procedures, terms, and conditions provided under the Program established by Seminole County Resolution Number 98-R-244 are incorporated herein and attached hereto as Exhibit "A".

**Section 2. Obligations of COUNTY and CITY.** The CITY agrees to construct the Project in accordance with the plans and specifications prepared by or under the supervision and review of a registered professional architect, engineer, or other appropriate professional.

The elements of the Project are identified as improvements to the boat launch and canal connector North Triplet Lake to Middle Triplet Lake.

COUNTY agrees to obligate and make available to the CITY the approved Project amount of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) for the Project authorized by this Agreement, subject to the terms of the Program. It is understood and expressly agreed that said funds shall be used exclusively by CITY for only those boating related projects described in the Project. It is understood and expressly agreed that funding payments made to CITY by COUNTY shall be subject to the policies, procedures, terms, and conditions provided under the Project. It is understood and expressly agreed that the policies, procedures, terms, and conditions set forth in the Project are made a part of this Agreement. The CITY understands that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the execution of the Agreement.

**Section 3. Statement of Work.**

(a) The CITY, in a manner satisfactory to the COUNTY, shall perform or cause to be performed all work in the Project. Such work shall be performed except as otherwise specifically stated herein by persons or instrumentalities solely under the domain and control of the CITY.

**Section 4. Term.** The COUNTY shall reimburse the CITY for the work performed or caused to be performed by the CITY as part of the Project prior to December 31, 2010, subject to the terms of the Project. All such work shall be performed in accordance with applicable requirements of this Agreement and the Program. Reimbursement or payment of funds to the CITY shall be contingent

thereupon. The CITY shall complete all work on or before December 31, 2007, unless this Agreement is otherwise amended or extended by written agreement of the parties. This Agreement shall be effective upon execution by both parties.

**Section 5. Consideration and Limitations of Costs/Funds.** The CITY shall be reimbursed by the COUNTY for costs in accordance with the Program and applicable laws, rules, and regulations in an amount not to exceed FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) for the work described in the Project.

**Section 6. Payments.**

(a) Payments to the CITY shall be on an invoice basis and limited to the work for the Project. Reimbursement for the Project shall be requested on Project Reimbursement forms.

(b) Upon receipt of the above enumerated documentation, the COUNTY shall initiate the payment process. Reimbursement to the CITY shall be as soon as practicable in accordance with the terms of the Project. The Greenways and Natural Lands Manager, designated as the COUNTY's Project Manager for the purpose of this Agreement, shall be responsible for ensuring performance of its terms and conditions and shall approve the payment request prior to the payment. Photographs shall be submitted when appropriate to reflect work accomplished.

(c) All disbursements by the CITY must be fully documented to the COUNTY so as to be available upon request for inspection or audit in accordance with the provisions of this Agreement, Project, and Florida law, or as otherwise may be reasonably required by the COUNTY.

**Section 7. Compliance with Local and State Laws.** The CITY shall comply with applicable State and local laws, regulations, and

ordinances, which by reference are incorporated as if fully set forth herein, including but not limited to the following:

(a) Chapter 112, Florida Statutes - concerning conflicts of interest; and

(b) any and all laws, rules and regulations relating to the matters set forth or implied in this Agreement.

**Section 8. Project Publicity.** Any news release, project sign, or other type of publicity pertaining to the Project as stated herein shall recognize the Seminole County Boating Improvement Program and the Seminole County Board of County Commissioners as the source of funding for the Project.

**Section 9. Maintenance of Records.**

(a) The CITY shall, at a minimum, maintain all records required by Federal, State, and local laws, rules, regulations, and procedures.

(b) The CITY shall maintain such records, accounts, property and personnel records as deemed necessary by Florida law and the COUNTY or otherwise typical in sound business practices to assure proper accounting of Project funds and compliance with this Agreement, and the Program.

(c) All records and contracts of whatsoever type or nature required by this Agreement and the Program shall be available for audit, inspection, and copying at any time during normal business hours and as often as the COUNTY or other Federal or State agency may deem necessary. The COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement made by any Federal, State, or local agency. The CITY shall retain all records and supporting documentation applicable to this Agreement for a



minimum of five (5) years after resolution of the final audit and in accordance with Florida law.

**Section 10. Liability.** Except for reimbursement as specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity, or corporation who contracts with or who provides goods or services to the CITY in connection with the services hereunder, or for debts or claims accruing to such parties against the CITY. The Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm, entity, or corporation supplying any work, labor, services, goods, or materials to the CITY as a result of this Agreement.

**Section 11. Subcontracts.** All contracts made by the CITY to perform activities described in the Project shall comply with applicable laws, rules, and regulations set forth in this Agreement and the Program. Any additional work or services subcontracted hereunder by the CITY shall be specified by written agreement and subject to this Agreement and the Program.

**Section 12. Indemnification.**

(a) To the extent permitted by law, the CITY shall defend, hold harmless, and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer, or incur, or be required to pay by reason of the loss of any monies paid to the CITY or whomsoever resulting out of fraud, defalcation, dishonesty, or failure of the CITY to comply with applicable laws, rules, or regulations; or by reason or as a result of any act or omission of the CITY in the performance of this Agreement

or any part thereof; or by reason of a judgment over and above the limits provided by the insurance required hereunder; or by any defect in the construction of the Project; or as may otherwise result in any way or instance whatsoever.

(b) In the event that any action, suit, or proceeding is brought against COUNTY upon any alleged liability arising out of this Agreement, or any other matter relating to this Agreement, the COUNTY shall provide notice in writing thereof to the CITY by registered or certified mail addressed to the CITY at its address herein provided. Upon receiving notice, the CITY, at its own expense, shall diligently defend against the action, suit, or proceeding and take all action necessary or proper therein to prevent the obtaining of a judgment against the COUNTY.

**Section 13. Insurance.** The CITY shall carry and maintain in full force and effect throughout the term of this Agreement, either liability insurance or a liability self-insurance program to, at a minimum, the limit of liability set forth in Section 768.28, Florida Statutes, as may from time to time be amended.

**Section 14. Assignments.** Neither party shall assign this Agreement, nor any interest herein, without the prior written consent of the other party.

**Section 15. Headings.** All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

**Section 16. Termination.** This Agreement may be terminated in accordance with the terms and conditions set forth under the Program.

**Section 17. Notice.** Whenever either party desires to give notice unto the other, notice may be sent to:

**For COUNTY:**

Director of Leisure Services  
845 Lake Markham Road  
Sanford, FL 32771

**For CITY:**

Mayor  
City of Casselberry  
95 Triplet Lake Drive  
Casselberry, FL 32707

**Section 18. Severability.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be null and void; shall be deemed separable from the remaining covenants or provisions of this Agreement; and shall in no way affect the validity of the remaining covenants or provisions of this Agreement.

**Section 19. Conflict of Interest.**

(a) The CITY agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CITY hereby certifies that no officer, agent, or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CITY to be conducted here and that

no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CITY hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

**Section 20. Entire Agreement: Effect on Prior Agreement.** This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements, if any, between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment hereto.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed on the day hereinabove first written.

ATTEST:

CITY OF CASSELBERRY

\_\_\_\_\_  
DONNA G. GARDNER, City Clerk

By: \_\_\_\_\_  
CHARLENE GLANCY, Mayor

Date: \_\_\_\_\_

[Balance of page left intentionally blank; attestations continued on  
page 10 of 10]

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BOB DALLARI, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney  
AEC/lpk  
5/20/09  
P:\Users\Legal Secretary CSB\Library&Leisure Services\boating improvement funds  
Casselberry 2009.docx

Attachment:

Exhibit "A" - Resolution 98-R-244



THE FOLLOWING RESOLUTION WAS ADOPTED BY THE  
BOARD OF COUNTY COMMISSIONERS OF SEMINOLE  
COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED  
MEETING OF NOVEMBER 10, 1998.

WHEREAS, in accordance with Section 327.25, Florida Statutes,  
the State of Florida collects vessel registration fees for those  
vessels required by law to be registered in the State of Florida;  
and

WHEREAS, said vessel registration fees have historically been  
deposited in the Motorboat Revolving Trust Fund and have been  
appropriated to the Florida Department of Environmental Protection  
("FDEP") for grant funding to be provided to county governments;  
and

WHEREAS, the FDEP created the Florida Boating Improvement  
Program to implement the allocation of said grant funds to county  
governments; and

WHEREAS, in accordance with Section 327.25(16), Florida  
Statutes, said grant funds are to be used for the sole purposes of  
providing recreational channel marking and public launching  
facilities and other boating related activities, for removal of  
vessels and floating structures deemed hazards to public safety  
and health for failure to comply with Section 327.53, Florida  
Statutes, and for manatee and marine mammal protection and  
recovery; and

WHEREAS, the Florida Legislature has recently amended Section  
327.25(16), Florida Statutes, to provide for the deposit of vessel  
registration fees into the Marine Resources Conservation Trust

Fund and to provide that said fees be directly distributed to county governments without prior appropriation to the FDEP; and

WHEREAS, it is necessary that the Board of County Commissioners adopt the Seminole County Boating Improvement Program to establish policies and procedures for the lawful distribution of said vessel registration fees received from the Marine Resources Conservation Trust Fund,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, THAT:

**Section 1. Establishment of the Seminole County Boating Improvement Program**

The Board of County Commissioners of Seminole County ("Board") hereby establishes the Seminole County Boating Improvement Program ("BIP").

**Section 2. Vessel Registration Fees**

(a) In accordance with Section 327.25(16), Florida Statutes, vessel registration fees are collected by the Florida Department of Highway Safety and Motor Vehicles ("FDHSMV") and deposited in the Marine Resources Conservation Trust Fund for distribution to counties.

(b) Seminole County ("County") shall receive vessel registration fees from all vessels registered in Seminole County. Vessel registration fees collected during the preceding fiscal year shall be forwarded to the County by FDHSMV each July. The County shall deposit said fees into an account designated for the BIP which shall be monitored by the County's Department of Library and Leisure Services ("Department").

**Section 3. Administration of the BIP**

(a) The Board may utilize BIP funds for eligible County projects or, at its sole discretion, may authorize the use of BIP funds by municipal governments within the County for eligible municipal projects. The authorization for the use of BIP funds by municipal governments within the County shall not exceed one-half of the County's annual allocation with at least one-half being reserved for County projects. If there are no applications submitted that meet the requirements of the BIP, funds will revert back for use on County projects. The BIP shall be administered by the Board, through the Department, with review and recommendations by the County's Parks and Recreation Advisory Board ("Advisory Board"). The Department is authorized to develop procedures and forms as may be required to implement the program. Projects will be prioritized and recommended to the Board by the Advisory Board.

(b) In order to allocate project funding for County or municipal projects, the Department shall include in its annual budget request said projects and shall submit same for approval by the Board. For Board approved County projects requiring additional funding or a change in scope, the Department shall prepare the necessary documentation including the proposed changes for approval by the Board.

(c) BIP funds may be used as the local cash matching requirement for the Florida Recreation Development Assistance Program, the Land and Water Conservation Fund Program, the Florida Inland Navigation District Waterways Assistance Program, or such other grant programs requiring a local cash match, provided that



the BIP funds are used for eligible project elements.

(d) Project Design and Construction.

(1) All projects shall be designed and constructed in accordance with applicable Federal, State and local laws, rules, regulations, and codes.

(2) The design or construction of any boat launching facility shall not be located so as to pose a threat to other boating or recreational activities on the water body it serves.

(3) All Federal, State and local permits, easements, consents, or other similar authorizations for a project shall be obtained prior to commencement of design and construction of the project.

(4) Project construction expenses eligible for BIP funding include payments to vendors for purchase of materials, equipment, rental of equipment, services, or lump sum labor contracts.

(e) The Board may approve a project with an estimated cost exceeding the amount of available BIP funds. In such cases, the amount of the project cost exceeding available BIP funds may be eligible for reimbursement from the allocation for the next fiscal year. However, any project so approved shall be subject to the continued funding in accordance with Section 327.25(16), Florida Statutes. The Board does not guarantee or pledge payment of the balance in such cases and is not liable for any future reimbursement or pledge should funds not become available.

(f) Any unspent BIP funds allocated to a specific project shall be returned to the appropriate account for future use on

County projects. Further, BIP funds not allocated in any fiscal year shall be carried forward for use in subsequent years.

(g) The County shall maintain and keep records of all projects receiving BIP funds. Completed projects shall be included in the County's single audit report which shall be forwarded annually, if required, to the FDEP. Upon completion of a project, a municipality must submit a project completion statement to the Department on a form approved by the Department. Upon completion of a County project the Department shall file a project completion statement in the project file. For municipal projects, the municipality shall provide required materials as delineated in the required project close out documentation form.

(h) Any project developed with assistance from BIP funding shall be for the use and benefit of the general public. Upon completion of a project, the County or a municipality shall dedicate said project for public recreational use in perpetuity by recording a Notice of Limitation of Use including said dedication in the Public Records of Seminole County. The County and the municipalities utilizing BIP funds for design or construction of an eligible project shall be responsible for ensuring the operation and maintenance of said project for a period of 25 years from the date of completion of the project.

(i) Projects funded in whole or in part by BIP funds shall be administered and made available to the general public on a non-discriminatory basis regardless of residency, race, color, religion, sex, national origin, age, handicap, or marital status. If a fee is charged, it must be the same for all users.

(j) A permanent identification sign or plaque which credits the BIP as a source of project funding is required to be erected at all completed projects where sign placement is feasible.

**Section 4. BIP Funding for Municipal Projects**

(a) Any County municipality may submit applications for eligible projects meeting the requirements of the program. The municipality must have resources available and accept the maintenance of the project. A municipality requesting BIP funds must submit a project application to the Department. All project applications shall be reviewed and evaluated by the Department with regard to eligibility of the proposed project, completeness of the application, funding availability, the municipality's compliance with previous project agreements, and County and/or Department priorities.

(b) Subsequent to review and comment by the Department, said municipality may request that a project application be submitted to the Advisory Board for prioritization and recommendation to the Board for consideration. If a project application is approved by the Board, the County Attorney's Office shall prepare a project agreement for execution by the parties.

(c) A project agreement is the required funding mechanism to allocate BIP funding to a municipality for an eligible project.

(d) Unless otherwise specified in a project agreement, project funding shall be only for those costs incurred subsequent to the execution of the project agreement by the Board.

(e) The County shall disburse BIP funding to a municipality only on a reimbursement basis and shall require completion of the

project in accordance with the terms and conditions as set forth in the project agreement. No funds will be paid in advance. Reimbursement for municipal projects shall be requested on Project Reimbursement forms as applicable.

(f) A quarterly status report for each project shall be submitted by the municipality on a project status report form provided by the Department.

(g) Should a municipality desire to propose any changes to a project agreement including, but not limited to, changes in scope or funding of a project, said proposed changes must be submitted in writing to the Department along with a statement of justification for same. All changes to a project agreement shall be made by means of a written amendment to a project agreement approved in the same manner as the underlying project agreement.

(h) The Department shall have the right to terminate a project agreement and demand refund of BIP funds (plus interest at the maximum rate authorized in the Florida Statutes) for non-compliance with the terms of this Resolution or the project agreement. Failure of a municipality to comply with the provisions of this Resolution or a project agreement may result in the Board declaring the municipality ineligible for participation in the BIP until a time certain and/or under certain conditions as designated.

(i) A municipality desiring to terminate a project agreement shall refund to the County all BIP funds plus interest accrued thereupon prior to County executing said termination.

**Section 5. Projects Eligible for BIP Funding**

(a) BIP funds shall be used for those projects which improve recreational boating for the public in accordance with Section 327.25(16), Florida Statutes, for the purpose of providing recreational channel marking and public launching facilities and other boating-related activities, for removal of vessels and floating structures deemed a hazard to public safety and health for failure to comply with Section 327.53, Florida Statutes, and for manatee and marine mammal protection and recovery.

(b) BIP funds may be used for those costs associated with acquisition, design, construction, and completion of an eligible project including, but not limited to, the expansion, renovation, repair or installation of the following:

- (1) Launching facilities;
- (2) Recreational channel lights and markers;
- (3) Waterway and related signs and buoys for safety, regulation or information;
- (4) Docking and mooring facilities;
- (5) Access roads and parking for boating facilities;
- (6) Channel dredging;
- (7) Boating related support facilities and utilities such as restrooms, lighting, picnic pavilions, landscaping, water, sewer, and electrical;
- (8) Artificial fishing reefs in State waters (design, construction, transportation, installation, marking, research, and monitoring); and
- (9) Bulk head, rip-rap, and seawall construction.

(c) Expenses that are ineligible for BIP funding include tools, equipment, boats, motors, office furniture and supplies, law enforcement and safety equipment, and contract labor and materials not used exclusively for a project.



ADOPTED this 10 day of November, 1998.

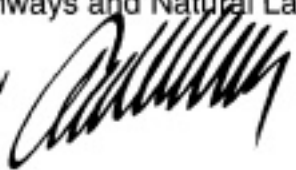
BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: Carlton Henley  
CARLTON HENLEY, CHAIRMAN



**COUNTY ATTORNEY'S OFFICE  
MEMORANDUM**

To: Bryan Nipe, Division Manager, Greenways and Natural Lands Division

From: Ann Colby, Assistant County Attorney  
Ext. 7254 

Date: May 20, 2009

Subject: Agreement Between Seminole County and the City of Sanford  
Relating to Contribution of Boating Improvement Funds  
For Sanford Marina (FY 08-09)

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In response to your recent request, please find the referenced Agreement. After execution, please ensure this office receives a copy for our records. If you have any questions, please call.

AEC/lpk

Attachment:  
Agreement



**AGREEMENT BETWEEN SEMINOLE COUNTY AND THE CITY OF SANFORD  
RELATING TO CONTRIBUTION OF BOATING IMPROVEMENT FUNDS  
FOR SANFORD MARINA (FY 08-09)**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY" and the **CITY OF SANFORD**, a Florida municipal corporation, whose mailing address is P.O. Box 1788, Sanford, Florida 32772-1788, hereinafter referred to as the "CITY", in pursuance of a project approved under the Seminole County Boating Improvement Program ("Program").

**W I T N E S S E T H:**

**WHEREAS**, Chapter 328, Florida Statutes, subsection 328.70 provides that a portion of the funds received from boat license fees be returned to county government to provide recreation channel markings and public launching facilities and other boating related activities; and

**WHEREAS**, by Seminole County Resolution Number 98-R-244, the COUNTY established the Seminole County Boating Improvement Program; and

**WHEREAS**, Chapter 163, Florida Statutes, Section 163.01, Florida Interlocal Cooperation Act of 1969, subsection 163.01(4), provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common and which each might exercise separately; and



**WHEREAS,** Chapter 163, Florida Statutes, subsection 163.01(5), provides that a joint exercise of power by such public agencies shall be made by contract in the form of an interlocal agreement; and

**WHEREAS,** both COUNTY and CITY are "public agencies" within the meaning of Chapter 163, Florida Statutes, Section 163.01; and

**WHEREAS,** the CITY is planning to make improvements to the Sanford Marina hereinafter referred to as the "Project," and has requested funds held by the COUNTY under the Program; and

**WHEREAS,** COUNTY is desirous of providing for these boating related improvements for citizens living in Seminole County and finds that the public health, safety, and welfare will be served through the construction of the Project by CITY,

**NOW, THEREFORE,** in consideration of the mutual covenants, agreements, and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and form a material part of the agreement upon which the parties have relied. It is understood and expressly agreed that the policies, procedures, terms, and conditions provided under the Program established by Seminole County Resolution Number 98-R-244 are incorporated herein and attached hereto as Exhibit "A".

**Section 2. Obligations of COUNTY and CITY.** The CITY agrees to construct the Project in accordance with the plans and specifications prepared by or under the supervision and review of a registered professional architect, engineer, or other appropriate professional.

The elements of the Project are identified as improvements to the boat launch and canal connector North Triplet Lake to Middle Triplet Lake.

COUNTY agrees to obligate and make available to the CITY the approved Project amount of TWENTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$27,500.00) for the Project authorized by this Agreement, subject to the terms of the Program. It is understood and expressly agreed that said funds shall be used exclusively by CITY for only those boating related projects described in the Project. It is understood and expressly agreed that funding payments made to CITY by COUNTY shall be subject to the policies, procedures, terms, and conditions provided under the Project. It is understood and expressly agreed that the policies, procedures, terms, and conditions set forth in the Project are made a part of this Agreement. The CITY understands that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the execution of the Agreement.

**Section 3. Statement of Work.**

(a) The CITY, in a manner satisfactory to the COUNTY, shall perform or cause to be performed all work in the Project. Such work shall be performed except as otherwise specifically stated herein by persons or instrumentalities solely under the domain and control of the CITY.

**Section 4. Term.** The COUNTY shall reimburse the CITY for the work performed or caused to be performed by the CITY as part of the Project prior to December 31, 2010, subject to the terms of the Project. All such work shall be performed in accordance with applicable requirements of this Agreement and the Program.

Reimbursement or payment of funds to the CITY shall be contingent thereupon. The CITY shall complete all work on or before December 31, 2007, unless this Agreement is otherwise amended or extended by written agreement of the parties. This Agreement shall be effective upon execution by both parties.

**Section 5. Consideration and Limitations of Costs/Funds.** The CITY shall be reimbursed by the COUNTY for costs in accordance with the Program and applicable laws, rules, and regulations in an amount not to exceed TWENTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$27,500.00) for the work described in the Project.

**Section 6. Payments.**

(a) Payments to the CITY shall be on an invoice basis and limited to the work for the Project. Reimbursement for the Project shall be requested on Project Reimbursement forms.

(b) Upon receipt of the above enumerated documentation, the COUNTY shall initiate the payment process. Reimbursement to the CITY shall be as soon as practicable in accordance with the terms of the Project. The Greenways and Natural Lands Manager, designated as the COUNTY's Project Manager for the purpose of this Agreement, shall be responsible for ensuring performance of its terms and conditions and shall approve the payment request prior to the payment. Photographs shall be submitted when appropriate to reflect work accomplished.

(c) All disbursements by the CITY must be fully documented to the COUNTY so as to be available upon request for inspection or audit in accordance with the provisions of this Agreement, Project, and Florida law, or as otherwise may be reasonably required by the COUNTY.

**Section 7. Compliance with Local and State Laws.** The CITY shall comply with applicable State and local laws, regulations, and ordinances, which by reference are incorporated as if fully set forth herein, including but not limited to the following:

(a) Chapter 112, Florida Statutes - concerning conflicts of interest; and

(b) any and all laws, rules and regulations relating to the matters set forth or implied in this Agreement.

**Section 8. Project Publicity.** Any news release, project sign, or other type of publicity pertaining to the Project as stated herein shall recognize the Seminole County Boating Improvement Program and the Seminole County Board of County Commissioners as the source of funding for the Project.

**Section 9. Maintenance of Records.**

(a) The CITY shall, at a minimum, maintain all records required by Federal, State, and local laws, rules, regulations, and procedures.

(b) The CITY shall maintain such records, accounts, property and personnel records as deemed necessary by Florida law and the COUNTY or otherwise typical in sound business practices to assure proper accounting of Project funds and compliance with this Agreement, and the Program.

(c) All records and contracts of whatsoever type or nature required by this Agreement and the Program shall be available for audit, inspection, and copying at any time during normal business hours and as often as the COUNTY or other Federal or State agency may deem necessary. The COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement made by any

Federal, State, or local agency. The CITY shall retain all records and supporting documentation applicable to this Agreement for a minimum of five (5) years after resolution of the final audit and in accordance with Florida law.

**Section 10. Liability.** Except for reimbursement as specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity, or corporation who contracts with or who provides goods or services to the CITY in connection with the services hereunder, or for debts or claims accruing to such parties against the CITY. The Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm, entity, or corporation supplying any work, labor, services, goods, or materials to the CITY as a result of this Agreement.

**Section 11. Subcontracts.** All contracts made by the CITY to perform activities described in the Project shall comply with applicable laws, rules, and regulations set forth in this Agreement and the Program. Any additional work or services subcontracted hereunder by the CITY shall be specified by written agreement and subject to this Agreement and the Program.

**Section 12. Indemnification.**

(a) To the extent permitted by law, the CITY shall defend, hold harmless, and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer, or incur, or be required to pay by reason of the loss of any monies paid to the CITY or whomsoever resulting out of fraud, defalcation, dishonesty, or failure of the CITY to comply with

applicable laws, rules, or regulations; or by reason or as a result of any act or omission of the CITY in the performance of this Agreement or any part thereof; or by reason of a judgment over and above the limits provided by the insurance required hereunder; or by any defect in the construction of the Project; or as may otherwise result in any way or instance whatsoever.

(b) In the event that any action, suit, or proceeding is brought against COUNTY upon any alleged liability arising out of this Agreement, or any other matter relating to this Agreement, the COUNTY shall provide notice in writing thereof to the CITY by registered or certified mail addressed to the CITY at its address herein provided. Upon receiving notice, the CITY, at its own expense, shall diligently defend against the action, suit, or proceeding and take all action necessary or proper therein to prevent the obtaining of a judgment against the COUNTY.

**Section 13. Insurance.** The CITY shall carry and maintain in full force and effect throughout the term of this Agreement, either liability insurance or a liability self-insurance program to, at a minimum, the limit of liability set forth in Section 768.28, Florida Statutes, as may from time to time be amended.

**Section 14. Assignments.** Neither party shall assign this Agreement, nor any interest herein, without the prior written consent of the other party.

**Section 15. Headings.** All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

**Section 16. Termination.** This Agreement may be terminated in accordance with the terms and conditions set forth under the Program.

**Section 17. Notice.** Whenever either party desires to give notice unto the other, notice may be sent to:

**For COUNTY:**

Director of Leisure Services  
845 Lake Markham Road  
Sanford, FL 32771

**For CITY:**

City Manager  
City of Sanford  
P.O. Box 1788  
Sanford, FL 32772-1788

**Section 18. Severability.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be null and void; shall be deemed separable from the remaining covenants or provisions of this Agreement; and shall in no way affect the validity of the remaining covenants or provisions of this Agreement.

**Section 19. Conflict of Interest.**

(a) The CITY agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CITY hereby certifies that no officer, agent, or employee of the COUNTY has any material interest (as defined in

Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CITY to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CITY hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

**Section 20. Entire Agreement: Effect on Prior Agreement.** This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements, if any, between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment hereto.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed on the day hereinabove first written.

ATTEST:

CITY OF SANFORD

\_\_\_\_\_  
JANET DOUGHERTY, City Clerk

By: \_\_\_\_\_  
LINDA KUHN, Mayor

Date: \_\_\_\_\_

[Balance of page left intentionally blank; attestations continued on  
page 10 of 10]



ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BOB DALLARI, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney  
AEC/lpk  
5/20/09  
P:\Users\Legal Secretary CSB\Library&Leisure Services\boating improvement funds  
Sanford 2009.docx

Attachment:

Exhibit "A" - Resolution 98-R-244

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE  
BOARD OF COUNTY COMMISSIONERS OF SEMINOLE  
COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED  
MEETING OF NOVEMBER 10, 1998.

WHEREAS, in accordance with Section 327.25, Florida Statutes,  
the State of Florida collects vessel registration fees for those  
vessels required by law to be registered in the State of Florida;  
and

WHEREAS, said vessel registration fees have historically been  
deposited in the Motorboat Revolving Trust Fund and have been  
appropriated to the Florida Department of Environmental Protection  
("FDEP") for grant funding to be provided to county governments;  
and

WHEREAS, the FDEP created the Florida Boating Improvement  
Program to implement the allocation of said grant funds to county  
governments; and

WHEREAS, in accordance with Section 327.25(16), Florida  
Statutes, said grant funds are to be used for the sole purposes of  
providing recreational channel marking and public launching  
facilities and other boating related activities, for removal of  
vessels and floating structures deemed hazards to public safety  
and health for failure to comply with Section 327.53, Florida  
Statutes, and for manatee and marine mammal protection and  
recovery; and

WHEREAS, the Florida Legislature has recently amended Section  
327.25(16), Florida Statutes, to provide for the deposit of vessel  
registration fees into the Marine Resources Conservation Trust

Fund and to provide that said fees be directly distributed to county governments without prior appropriation to the FDEP; and

**WHEREAS,** it is necessary that the Board of County Commissioners adopt the Seminole County Boating Improvement Program to establish policies and procedures for the lawful distribution of said vessel registration fees received from the Marine Resources Conservation Trust Fund,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, THAT:**

**Section 1. Establishment of the Seminole County Boating Improvement Program**

The Board of County Commissioners of Seminole County ("Board") hereby establishes the Seminole County Boating Improvement Program ("BIP").

**Section 2. Vessel Registration Fees**

(a) In accordance with Section 327.25(16), Florida Statutes, vessel registration fees are collected by the Florida Department of Highway Safety and Motor Vehicles ("FDHSMV") and deposited in the Marine Resources Conservation Trust Fund for distribution to counties.

(b) Seminole County ("County") shall receive vessel registration fees from all vessels registered in Seminole County. Vessel registration fees collected during the preceding fiscal year shall be forwarded to the County by FDHSMV each July. The County shall deposit said fees into an account designated for the BIP which shall be monitored by the County's Department of Library and Leisure Services ("Department").

**Section 3. Administration of the BIP**

(a) The Board may utilize BIP funds for eligible County projects or, at its sole discretion, may authorize the use of BIP funds by municipal governments within the County for eligible municipal projects. The authorization for the use of BIP funds by municipal governments within the County shall not exceed one-half of the County's annual allocation with at least one-half being reserved for County projects. If there are no applications submitted that meet the requirements of the BIP, funds will revert back for use on County projects. The BIP shall be administered by the Board, through the Department, with review and recommendations by the County's Parks and Recreation Advisory Board ("Advisory Board"). The Department is authorized to develop procedures and forms as may be required to implement the program. Projects will be prioritized and recommended to the Board by the Advisory Board.

(b) In order to allocate project funding for County or municipal projects, the Department shall include in its annual budget request said projects and shall submit same for approval by the Board. For Board approved County projects requiring additional funding or a change in scope, the Department shall prepare the necessary documentation including the proposed changes for approval by the Board.

(c) BIP funds may be used as the local cash matching requirement for the Florida Recreation Development Assistance Program, the Land and Water Conservation Fund Program, the Florida Inland Navigation District Waterways Assistance Program, or such other grant programs requiring a local cash match, provided that

the BIP funds are used for eligible project elements.

(d) Project Design and Construction.

(1) All projects shall be designed and constructed in accordance with applicable Federal, State and local laws, rules, regulations, and codes.

(2) The design or construction of any boat launching facility shall not be located so as to pose a threat to other boating or recreational activities on the water body it serves.

(3) All Federal, State and local permits, easements, consents, or other similar authorizations for a project shall be obtained prior to commencement of design and construction of the project.

(4) Project construction expenses eligible for BIP funding include payments to vendors for purchase of materials, equipment, rental of equipment, services, or lump sum labor contracts.

(e) The Board may approve a project with an estimated cost exceeding the amount of available BIP funds. In such cases, the amount of the project cost exceeding available BIP funds may be eligible for reimbursement from the allocation for the next fiscal year. However, any project so approved shall be subject to the continued funding in accordance with Section 327.25(16), Florida Statutes. The Board does not guarantee or pledge payment of the balance in such cases and is not liable for any future reimbursement or pledge should funds not become available.

(f) Any unspent BIP funds allocated to a specific project shall be returned to the appropriate account for future use on

County projects. Further, BIP funds not allocated in any fiscal year shall be carried forward for use in subsequent years.

(g) The County shall maintain and keep records of all projects receiving BIP funds. Completed projects shall be included in the County's single audit report which shall be forwarded annually, if required, to the FDEP. Upon completion of a project, a municipality must submit a project completion statement to the Department on a form approved by the Department. Upon completion of a County project the Department shall file a project completion statement in the project file. For municipal projects, the municipality shall provide required materials as delineated in the required project close out documentation form.

(h) Any project developed with assistance from BIP funding shall be for the use and benefit of the general public. Upon completion of a project, the County or a municipality shall dedicate said project for public recreational use in perpetuity by recording a Notice of Limitation of Use including said dedication in the Public Records of Seminole County. The County and the municipalities utilizing BIP funds for design or construction of an eligible project shall be responsible for ensuring the operation and maintenance of said project for a period of 25 years from the date of completion of the project.

(i) Projects funded in whole or in part by BIP funds shall be administered and made available to the general public on a non-discriminatory basis regardless of residency, race, color, religion, sex, national origin, age, handicap, or marital status. If a fee is charged, it must be the same for all users.

(j) A permanent identification sign or plaque which credits the BIP as a source of project funding is required to be erected at all completed projects where sign placement is feasible.

**Section 4. BIP Funding for Municipal Projects**

(a) Any County municipality may submit applications for eligible projects meeting the requirements of the program. The municipality must have resources available and accept the maintenance of the project. A municipality requesting BIP funds must submit a project application to the Department. All project applications shall be reviewed and evaluated by the Department with regard to eligibility of the proposed project, completeness of the application, funding availability, the municipality's compliance with previous project agreements, and County and/or Department priorities.

(b) Subsequent to review and comment by the Department, said municipality may request that a project application be submitted to the Advisory Board for prioritization and recommendation to the Board for consideration. If a project application is approved by the Board, the County Attorney's Office shall prepare a project agreement for execution by the parties.

(c) A project agreement is the required funding mechanism to allocate BIP funding to a municipality for an eligible project.

(d) Unless otherwise specified in a project agreement, project funding shall be only for those costs incurred subsequent to the execution of the project agreement by the Board.

(e) The County shall disburse BIP funding to a municipality only on a reimbursement basis and shall require completion of the



project in accordance with the terms and conditions as set forth in the project agreement. No funds will be paid in advance. Reimbursement for municipal projects shall be requested on Project Reimbursement forms as applicable.

(f) A quarterly status report for each project shall be submitted by the municipality on a project status report form provided by the Department.

(g) Should a municipality desire to propose any changes to a project agreement including, but not limited to, changes in scope or funding of a project, said proposed changes must be submitted in writing to the Department along with a statement of justification for same. All changes to a project agreement shall be made by means of a written amendment to a project agreement approved in the same manner as the underlying project agreement.

(h) The Department shall have the right to terminate a project agreement and demand refund of BIP funds (plus interest at the maximum rate authorized in the Florida Statutes) for non-compliance with the terms of this Resolution or the project agreement. Failure of a municipality to comply with the provisions of this Resolution or a project agreement may result in the Board declaring the municipality ineligible for participation in the BIP until a time certain and/or under certain conditions as designated.

(i) A municipality desiring to terminate a project agreement shall refund to the County all BIP funds plus interest accrued thereupon prior to County executing said termination.



**Section 5. Projects Eligible for BIP Funding**

(a) BIP funds shall be used for those projects which improve recreational boating for the public in accordance with Section 327.25(16), Florida Statutes, for the purpose of providing recreational channel marking and public launching facilities and other boating-related activities, for removal of vessels and floating structures deemed a hazard to public safety and health for failure to comply with Section 327.53, Florida Statutes, and for manatee and marine mammal protection and recovery.

(b) BIP funds may be used for those costs associated with acquisition, design, construction, and completion of an eligible project including, but not limited to, the expansion, renovation, repair or installation of the following:

- (1) Launching facilities;
- (2) Recreational channel lights and markers;
- (3) Waterway and related signs and buoys for safety, regulation or information;
- (4) Docking and mooring facilities;
- (5) Access roads and parking for boating facilities;
- (6) Channel dredging;
- (7) Boating related support facilities and utilities such as restrooms, lighting, picnic pavilions, landscaping, water, sewer, and electrical;
- (8) Artificial fishing reefs in State waters (design, construction, transportation, installation, marking, research, and monitoring); and
- (9) Bulk head, rip-rap, and seawall construction.

(c) Expenses that are ineligible for BIP funding include tools, equipment, boats, motors, office furniture and supplies, law enforcement and safety equipment, and contract labor and materials not used exclusively for a project.

ADOPTED this 10 day of November, 1998.



BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: Carlton Henley  
CARLTON HENLEY, CHAIRMAN



**SEMINOLE COUNTY LEISURE SERVICES  
ADVISORY COMMITTEE  
March 25, 2009 MEETING MINUTES**

**ATTENDANCE:**

**Members Present:** Bob Adolphe, Robert Bowden, Tom Boyko, Tim Donihi, Bob Goff, Mike Martin, Deborah Schaefer, Trish Walden, Barbara Whittier and Mike Williams.

**Members Absent:** Mark Brandenburg, Jeff Ebbers and Ben Tucker.

**Guests:** Col. (Ret.) O.L. Ramsey, Purple Heart Trail Project  
Matt Fortini, City of Casselberry  
Luis Cruz, City of Casselberry  
Marc Hultin, City of Sanford

**Staff:** Bryan Nipe, Greenways & Natural Lands Manager  
Joseph R. Abel, CPRP, Leisure Services Director  
Kathi Clifford, Administrative Assistant

**LOCATION:**

Softball Complex  
264 W. North Street  
Altamonte Springs, FL 32714

**TIME:**

In the absence of Chairman Ben Tucker and Vice Chairman Mike Martin, Tim Donihi called the meeting to order at 6:35 p.m. There is **a quorum** in attendance.

The Pledge of Allegiance.

**Election of Officers:** Mr. Donihi announced the nominees for officers: Bob Adolphe for either position, Bob Goff for either position, Mark Brandenburg for Chairman and Mike Martin for Vice Chairman. Mr. Donihi read a bio from Mr. Brandenburg and requested the nominees who are introduce themselves and provide some background information. Paper ballots were distributed for members to indicate choice of Chairman with a #1 and Vice Chairman with a #2. Ballots were forwarded to Mr. Abel for processing.

Mr. Donihi asked if there were any corrections, additions or deletions to the **February minutes**. Deborah Schafer made a **motion** to approve the minutes as presented, Tom Boyko seconded the motion. The minutes were **approved** unanimously.

**OLD BUSINESS:**

- **Parks & Recreation Division**

**SEMINOLE COUNTY LEISURE SERVICES  
ADVISORY COMMITTEE  
March 25, 2009 MEETING MINUTES**

- Joe Abel was requested to give an update on **Jetta Point Park**. Discussion followed.

Mike Martin arrived at 6:50 p.m. and Mr. Donihi turned the meeting over to him.

- **Greenways & Natural Lands Division**
  - Mr. Goff requested a status of the **Purple Heart Trail**. Col. Butch Ramsey presented some sign ideas and requested a change of trail to the Cross Seminole Trail which will link up to Orange County's Cady Way Trail. Discussion followed. Deborah Schafer made a **motion** to have Purple Heart Trail signage at the beginning and end of the trailheads on the Cross Seminole Trail. Tim Donihi seconded the motion. The motion **passed** unanimously.

Mr. Martin asked Mr. Abel for the results of the ballot count. The results are that Bob Goff is the Chairman and Bob Adolphe is the Vice Chairman. Mr. Martin turned the meeting over to Mr. Goff.

- **Administration**
  - None.

**NEW BUSINESS:**

- **Parks & Recreation Division**
  - Julia Thompson's Participation Data Report is postponed until May.
  - Mr. Boyko wanted to know if any of the parks is self sufficient. Mr. Abel advised that none are. Discussion followed.
  - Mr. Williams voiced concern about **lights on at Greenwood Lakes Park** when facility is not being used. Mr. Abel informed that the issue is being addressed and will be checking the timer more frequently and/or turning them off at 9:00 p.m.
  - Mr. Donihi announced that Bike To Work Day is March 26<sup>th</sup>.
- **Greenways & Natural Lands Division**
  - Mr. Donihi wanted to know why the **trails** cannot be open 24 hours. Mr. Nipe informed that the trails are officially open dawn to dusk and that the lack of lighting is a safety issue.
  - Mr. Nipe introduced City employees applying for the **Boater Improvement grants**: Luis Cruz and Matt Fortini from the City of Casselberry and Marc Hultin from the City of Sanford. The representatives gave their presentations. Questions and discussion followed. Mr. Goff passed around pictures of the Casselberry boat ramp that was closed. Discussion followed. Mr. Nipe clarified that there is \$42,500 of grant funds to be distributed this year. Tim Donihi **made a motion** to give the City of Sanford 75% of the grant funds and the City of Casselberry 25% and Casselberry funds are contingent upon not having

**SEMINOLE COUNTY LEISURE SERVICES  
ADVISORY COMMITTEE  
March 25, 2009 MEETING MINUTES**

a chain across the access to the boat ramp. Deborah Schafer said she would second the motion if Mr. Donihi agreed to **modify** the motion to Casselberry's funds being contingent upon better access for kayaks. Mr. Donihi **accepted** the modification. Discussion followed. Robert Bowden informed that he is not voting to approve funds for Casselberry if they are not going to install native grass in the project and be more environmentally sensitive. Barbara Whittier proposed an **amendment to the motion** stipulating that funds will be provided to Casselberry if they design a more esthetically environmentally appropriate vegetation using native species, remove the bahia grass, use native grasses. Mr. Bowden seconded Ms. Whittier's amendment to the motion. Bob Adolphe proposed an **amendment to the motion** to modify the grant amounts to provide the City of Sanford \$27,500 and the City of Casselberry \$15,000. Trish Walden seconded Mr. Adolphe's amendment to the motion. Discussion followed. Mr. Goff asked for a vote on Mr. Adolphe's amendment to the motion. It passed unanimously. Mr. Goff asked for a vote on Ms. Whittier's amendment to the motion. Mr. Donihi and Ms. Walden voted nay and the remaining members voted aye. Ms. Whittier's amendment passed. Mr. Goff asked for a vote on the motion as amended. The **motion passed** unanimously.

- **Administration**

- Mr. Abel wanted to discuss the Absence Policy and Future Meetings items on the agenda but due to the time Mr. Goff wanted to postpone to the next meeting. Mr. Abel requested they be the first topics for discussion at the next meeting since they have been postponed several times. This was agreed.

**OTHER BUSINESS AND FUTURE AGENDA ITEMS:**

It was determined that the **next meeting** will be at Sylvan Lake Park on April 22, 2009, 6:30 p.m. Bob Goff adjourned the meeting at 8:40 p.m.